

Offeror Submission Package

SOLICITATION SP0600-98-R-0112-0001

THE ENCLOSED SOLICITATION COVERS THE ORDERING PERIOD

**Date of Award
through
31 JUL 2000**

INSTRUCTIONS:

1. The original and one copy of this Offeror Submission Package must be returned to the following address:

**Attn: Bid Custodian / DESC-PCC, Rm 3729
Defense Energy Support Center
8725 John J. Kingman Road, Suite 4950
Ft. Belvoir, Va 22060-6222**

All documents to be completed and returned are contained in the Offeror Submission Package:

☒ **Standard Form 1449, Solicitation/Contract/Order for Commercial Items**

☒ **All applicable fill-in clauses**

☐ **Contractor Performance Data Sheet**

2. Be sure to proofread all offer prices submitted. They must be in actual dollars per gallon (e.g. \$0.00000), NOT price differentials.
3. Be sure to check your offer for accuracy and legibility prior to submission. Initial all changes, and sign and date the Standard Form 1449.
4. By submission of this Package, you are stating that all terms and conditions of the entire solicitation are accepted and apply to your offer unless clearly stated herein.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					1. REQUISITION NUMBER SC0600-98-0479, Amd 4		PAGE 1 OF 32								
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SPO600-98-R-0112-0001		6. SOLICITATION ISSUE DATE 04 SEP 98							
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CHRISTINE OWENS				b. TELEPHONE NUMBER (no collect calls) (703) 767-9560		8. OFFER DUE DATE/ LOCAL TIME 24 SEP 98 @ 3:00 PM							
9. ISSUED BY CODE DESC-PLB DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN RD, STE 4950 FT BELVOIR, VA 22060-6222 FAX: 703-767-8506 BUYER/ SYMBOL: CHRISTINE OWENS /PLB PHONE: (703) 767-9560 PP 1.8v				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) SIC: 5172/2911 SIZE STANDARD: 500/1500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/>		12. DISCOUNT TERMS							
						13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)									
				13b. RATING				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP							
15. DELIVER TO SEE SCHEDULE				CODE		16. ADMINISTERED BY SEE BLOCK 9									
17a. CONTRACTOR / OFFEROR CODE				FACILITY CODE		18a. PAYMENT WILL BE MADE BY SEE CLAUSE F30.01									
[] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [] SEE ADDENDUM											
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT			
SEE SCHEDULE		(Attach additional Sheets as Necessary)													
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only)							
[] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212- 3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [] ARE NOT ATTACHED.															
[] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA [] ARE [] ARE NOT ATTACHED.															
[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS AND CONDITIONS SPECIFIED HEREIN.								[] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____.							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)									
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)						30c. DATE SIGNED				31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)				31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN [] RECEIVED [] INSPECTED [] ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR					
						[] PARTIAL [] FINAL									
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE						32c. DATE		36. PAYMENT [] COMPLETE [] PARTIAL [] FINAL				37. CHECK NUMBER			
								38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						42a. RECEIVED BY (Print)									
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER						41c. DATE		42b. RECEIVED AT (Location)							
								42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS					

B1.05 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/ALASKA) (DESC MAY 1996)

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

(b) In an emergency, oral orders may be issued and must be confirmed in writing by an SF 1449 or DD Form 1155 within 24 hours.

(c) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item. Offers submitted for less than the estimated quantities will not be considered for award.

**PRODUCT, NATIONAL STOCK NUMBER
(NSN), AND SPECIFICATIONS**

**ESTIMATED
QUANTITY (USG)**

GASOLINE, AUTOMOTIVE UNLEADED (MG7)
NSN: 9130-01-289-8638
KSM 2612, CLASS 2

21,800

FUEL OIL DIESEL, REGULAR GRADE
NSN: 9140-01-409-1057
KSM 2610, GRADE 3 (DKR)

858,000

FUEL OIL DIESEL, WINTER GRADE
NSN: 9140-01-409-1064
KSM 2610, SPECIAL GRADE 3 (DKW)

31,200

NOTE: THE ABOVE LISTED DETAILS ARE PRODUCTS SOLICITED AND APPLICABLE SPECIFICATIONS. OFFERS SHOULD BE MADE FOR EACH OF THE FOLLOWING DELIVERY LOCATIONS LISTED ON PAGES 3 THROUGH 5.

ITEM NUMBER	SUPPLIES	CONTINUED	EST. QTY. USG	UNIT PRICE US\$/USG

	DEPARTMENT OF THE ARMY	KOREA		

	TAEGU, CAMP WALKER & HENRY TMP KS, ARMY, POL, CAMP WALKER, 20 TH SUPPORT GROUP DELIVERY DODAAC: WT4S2A BILLING DODAAC: WT4S2A ORDERING OFFICE: 0545-970-8784			
032-76	FUEL OIL, DIESEL REGULAR GRADE	TW W/PUMP AND METER INTO 1/2,000 TANK TRUCK (TOP LOADING) MIN DEL: 1,000 USG MAX DEL: 2,000 USG DELIVERY FREQUENCY: 2 PER WEEK ESCORT REQUIRED	384,000	\$_____
		* _*_ _*_ _*_ _*_ _*_ _*_		
	WAEGWAN, CAMP CARROLL TMP KS, ARMY, POL, WAEGWAN, 20 TH SUPPORT GROUP DELIVERY DODAAC: W81LYB BILLING DODAAC: W81LYB ORDERING OFFICE: 0545-970-8784			
047-76	FUEL OIL, DIESEL REGULAR GRADE	TW W/PUMP AND METER INTO 1/2,000 TANK TRUCK (TOP LOADING) MIN DEL: 1,000 USG MAX DEL: 2,000 USG DELIVERY FREQUENCY: 2 PER WEEK ESCORT REQUIRED	384,000	\$_____
		* _*_ _*_ _*_ _*_ _*_ _*_		

ITEM NUMBER	SUPPLIES	CONTINUED	EST. QTY. USG	UNIT PRICE US\$/USG

	DEPARTMENT OF THE NAVY	KOREA		

	POHANG KS, N, CNFK DETACHMENT DELIVERY DODAAC: N44990 BILLING DODAAC: N62894-3 ORDERING OFFICE: 82-520-40-3227/3903			
505-74	FUEL OIL, DIESEL WINTER GRADE POUR POINT -30°C year round	TW INTO 3/2,000 AND 1/600 USG TANKS DELIVERY HOURS: 0800 - 1600 MIN DEL: 1,500 USG MAX DEL: 1,800 USG DELIVERY FREQUENCY: 1 PER MONTH (PRODUCT MAY NOT BE LIFTED EVERY MONTH) NOTE: ACCESS FOR DELIVERY BY COMMERCIAL TRUCKS MUST BE SUBMITTED TO ROK NAVY AIRWING SIX VIA COMNAVFOR KOREA DET POHANG AT LEAST 4 DAYS PRIOR TO DELIVERY	31,200	\$ _____
		-*_ -*_ -*_ -*_ -*_ -*_ -*_		

	DEPARTMENT OF THE AIR FORCE	KOREA		

	CHEONG JU AB KS, F, OL-B, DET 2 DELIVERY DODAAC: FP5261 BILLING DODAAC: FP5261 ORDERING OFFICE: 82-333-616-8582/8186			
710-21	GASOLINE, AUTOMOTIVE UNLEADED, MG7	TT/TW INTO 1/1,200 GAL TANK TRUCK DELIVERY HOURS: 0700 - 1730 ESCORT REQUIRED TO BE PICKED UP AT THE GATE MIN DEL: 600 USG MAX DEL: 1,200 USG SPECIAL REQUIREMENTS: ACCESS LETTER REQUIRED ALONG WITH 72 HOUR NOTICE WITH NAME, VEHICLE NUMBER AND DRIVERS KOREAN ID NUMBER	4,800	\$ _____
710-76	FUEL OIL, DIESEL REGULAR GRADE	TT/TW INTO 1/1,200, 1/600 AND 1/200 GAL TANKS MULTIPLE DROP DELIVERY HOURS: 0700 - 1730 ESCORT REQUIRED TO BE PICKED UP AT THE GATE MIN DEL: 1,200 USG MAX DEL: 2,000 USG SPECIAL REQUIREMENTS: ACCESS LETTER REQUIRED ALONG WITH 72 HOUR NOTICE WITH NAME, VEHICLE NUMBER AND DRIVERS KOREAN ID NUMBER	20,000	\$ _____

ITEM NUMBER	SUPPLIES	CONTINUED	EST. QTY. USG	UNIT PRICE US\$/USG
<div>-----</div> <div>DEPARTMENT OF THE AIR FORCE</div> <div>KOREA</div> <div>-----</div>				
KIM HAE KS, F, HOSPITAL, DET 1, 51 MMS/LGSF DELIVERY DODAAC: FP5213 BILLING DODAAC: FP5213 ORDERING OFFICE: 82-333-616-8582/8186				
750-21	GASOLINE, AUTOMOTIVE UNLEADED, MG7	TT/TW INTO 1/5,000 GAL TANK ESCORT REQUIRED TO BE PICKED UP AT THE GATE DELIVERY HOURS: 0700 - 1730 MIN DELIVERY: 1,200 USG MAX DELIVERY: 3,600 USG SPECIAL REQUIREMENT: 1" NOZZLE WITH 60 FT DELIVERY HOSE	11,000	\$ _____
<div>_*_ *_* *_* *_* *_* *_* *_*</div>				
SUWON AB KS, F, 51 MMS/LGSF DELIVERY DODAAC: FP5261 BILLING DODAAC: FP5261 ORDERING OFFICE: 82-333-661-8582/8186				
780-21	GASOLINE, AUTOMOTIVE UNLEADED, MG7	TT/TW INTO 1/210,000 AND 1/5,000 GAL TANKS DELIVERY HOURS: 0700 - 1730 ESCORT REQUIRED TO BE PICKED UP AT GATE MIN DELIVERY: 1,000 USG MAX DELIVERY: 5,000 USG	6,000	\$ _____
<div>_*_ *_* *_* *_* *_* *_* *_*</div>				
TAEGU AB KS, F, DET 1, 51 MMS/LGSF DELIVERY DODAAC: FP5230 BILLING DODAAC: FP5230 ORDERING OFFICE: 82-052-980-4609				
786-76	FUEL OIL, DIESEL REGULAR GRADE	FOB ORIGIN AT CONTRACTOR'S FACILITY INTO GOV'T RAILCARS (RC) IN ULSAN AREA. MIN DEL: 10,000 MAX DEL: 40,000 DELIVERY FREQUENCY: 4-Times per year during winter months	70,000	\$ _____

NOTE: Offeror must provide the physical address/location of their **Ulsan Area Facility** when offering under this item.

ULSAN FACILITY PHYSICAL ADDRESS: _____

**F3 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES
(PC&S/COAL) (DESC APR 1998)**

(a) Upon arrival of Contractor's transport truck or truck and trailer, the receiving activity shall promptly designate the delivery point into which the load is to be discharged. Contractor shall be paid for detention beyond free time for delays caused by the Government. A minimum of one hour free time is required.

(1) Free time for unloading a transport truck, excluding multiple drop deliveries, or truck and trailer in excess of one hour: _____.

(2) Rate for detention beyond free time: _____.

The above will not be considered in the evaluation of offers for award.

(b) Notwithstanding the above, the Government is entitled to at least as much free time as is allowed by the common carrier or that the Contractor normally allows its regular commercial customers, whichever is greater. In addition, the Government will not pay more in detention rates than the actual rate charged by the common carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower.

UNLESS OFFEROR INDICATES OTHERWISE, FREE TIME WILL BE CONSIDERED UNLIMITED.

(c) DETENTION COSTS. Detention costs do not apply to tank wagon or to multiple drop transport truck or truck and trailer deliveries. Detention costs will be the sole responsibility of the activity incurring them. Any invoices for detention costs will be forwarded directly to the activity receiving the product.

(DESC 52.212-9F19)

G9.06-1 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED- COMMERCIAL ITEMS (DFSC FEB 1996)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 17a (Standard Form (SF) 1449). In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): _____
(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Recipient Name (authorized individual representing the Contractor/courier for check pick-up).
Leave blank if check is to be mailed.

(DO NOT EXCEED 25 CHARACTERS)

G9.06-1 CONT'D

(d) Narrative Information (special instructions).

(DO NOT EXCEED 153 CHARACTERS)

G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DFSC OCT 1997)

(a) This clause does not apply to orders for Federal Civilian Agency deliveries.

(b) The Contractor shall supply the following information to the Contracting Officer no later than 3 days after contract award unless the Contractor certifies in writing to the Contracting Officer that the Contractor does not have an account with a financial institution or an authorized payment agent:

NAME OF RECEIVING BANK: _____
(DO NOT EXCEED 29 CHARACTERS)

CITY AND STATE OF RECEIVING BANK: _____
(DO NOT EXCEED 20 CHARACTERS)

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: | | | | | | | | |

ACCOUNT TYPE CODE: (Contractor to designate one)

[] CHECKING TYPE 22

[] SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: _____
(DO NOT EXCEED 15 CHARACTERS)

RECIPIENT'S NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

STREET ADDRESS: _____
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: _____
(DO NOT EXCEED 25 CHARACTERS)

NOTE: Additional information may be entered in EITHER paragraph (c) OR paragraph (d) below. Total space available for information entered in (c) OR (d) is 153 characters.

G9.07 CONT'D

(c) **SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:**

Four horizontal number lines are provided for graphing. Each line has 20 equally spaced tick marks, but no numerical labels are present.

(DO NOT EXCEED 153 CHARACTERS)

OR

(d) **THIRD PARTY INFORMATION:** Where payment is to be forwarded from the receiving bank to another financial institution for deposit into Contractor's account, the following information must be supplied by the Contractor: Second Bank Name, City/State and/or Country, Account Number, and Account Name.

(DO NOT EXCEED 153 CHARACTERS)

(e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 15 days prior to the date the change is to become effective.

(f) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.

(g) In the event CTX payments cannot be processed, the Government retains the option to make payments under this contract by check.

(h) NOTICE TO FOREIGN SUPPLIERS.

(1) The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.

(2) If your account is with a foreign bank that has an account with a bank located within the United States, the U.S. bank may be designated as the receiving bank. The recipient's name and account number shall identify the foreign bank, and transfer instructions to supplier's account must be specified in (d) above.

(3) The Third Party Information supplied in (d) above will be located in the first RMT segment of the CTX payment information sent to the receiving bank.

(i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.

K1.01-2 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (JAN 1997)(DEVIATION)

(a) **DEFINITIONS.** As used in this provision--

(1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

(2) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

(3) **Small disadvantaged business concern** means a small business concern that--

(i) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals; and

(ii) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization and which meets the requirements of 13 CFR Part 124.

(4) **Women-owned small business concern** means a small business concern--

(i) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(5) **Women-owned business concern** means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) **TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M).**

(i) **TAXPAYER IDENTIFICATION NUMBER (TIN).**

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____

(ii) **CORPORATE STATUS.**

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity;

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under

26 CFR 501(a).

(iii) **COMMON PARENT.**

☐ Offeror is not owned or controlled by a common parent.

☐ Name and TIN of common parent:

Name _____

TIN _____

K1.01-2 CONT'D

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) **SMALL BUSINESS CONCERN.** The offeror represents that it--

☐ is
☐ is not

a small business concern.

(2) **SMALL DISADVANTAGED BUSINESS CONCERN.** The offeror represents that it--

☐ is
☐ is not

a small disadvantaged business concern.

(3) **WOMEN-OWNED SMALL BUSINESS CONCERN.** The offeror represents that it--

☐ is
☐ is not

a women-owned small business concern.

NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) **WOMEN-OWNED BUSINESS CONCERN.** The offeror represents that it -

☐ is
☐ is not

a woman owned business concern.

(5) **TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS.** If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

(6) **SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.** (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) **(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)).** The offeror represents as part of its offer that it--

☐ is
☐ is not

an emerging small business.

K1.01-2 CONT'D

(ii) **(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)).** The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

<u>NUMBER of EMPLOYEES</u>	<u>AVERAGE ANNUAL GROSS REVENUES</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(d) CERTIFICATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.

(1) PREVIOUS CONTRACTS AND COMPLIANCE. The offeror represents that--

(i) It--

- ☐ has
☐ has not

participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It--

- ☐ has
☐ has not

filed all required compliance reports.

(2) AFFIRMATIVE ACTION COMPLIANCE. The offeror represents that--

(i) It--

- ☐ has developed and has on file
☐ has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

K1.01-2 CONT'D

(ii) It--

[] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) **CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000).** By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) **BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is included in this solicitation.)**

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products" but do not meet the definition of "domestic end product":

(Insert line item no.)

(ii) The offeror certifies that the following supplies are qualifying country end products:

(Insert line item no.)

(Insert country of origin)

(iii) The offeror certifies that the following supplies are qualify as designated country end products:

(Insert line item no.)

(Insert country of origin)

(iv) The offeror certifies that the following supplies qualify as Caribbean Basin country end products:

(Insert line item no.)

(Insert country of origin)

(v) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item no.)

(Insert country of origin)

(vi) The offeror certifies that the following supplies are other nondesignated country end products:

(Insert line item no.)

(Insert country of origin)

(LIST AS NECESSARY)

K1.01-2 CONT'D

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products.

(g) **BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE.** (Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is included in this solicitation.)

- (1) The offeror certifies that--
- (i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and
 - (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (2) The offeror must identify and certify all end products that are not domestic end products.
- (i) The offeror certifies that the following supplies qualify as "U.S.-made end products," but do not meet the definition of "domestic end products":

(Insert line item number)

- (ii) The offeror certifies that the following supplies are qualifying country (except Canada) end products:

(Insert line item number)

(Insert country of origin)

- (iii) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item number)

(Insert country of origin)

- (iv) The offeror certifies that the following supplies are other non-NAFTA country end products:

(Insert line item number)

(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, or NAFTA country end products over other end products.

(h) **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).**

The offeror certifies, to the best of its knowledge and belief, that--

- (1) The offeror and/or any of its principals

[] are

[] are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

K1.01-2 CONT'D

- (2) ☐ Have or
☐ Have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract ; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

- ☐ are or
☐ are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

FAR 52.212-3)

K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)

(a) **DEFINITIONS.** As used in this clause--

(1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) **CERTIFICATION.** By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(DFARS 252.212-7000)

K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Systems.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.204-6)

K5 USE OF ELECTRONIC DATA INTERCHANGE (DFSC MAY 1994)

(a) DEFINITIONS.

(1) **Electronic Data Interchange (EDI)** means the computer-to-computer exchange of business documents between trading partners using a public standard format.

(2) **American National Standards Institute (ANSI)** means the agency that formulates the guidelines for the standards used in EDI transactions. X12 is the ANSI subcommittee responsible for the development and maintenance of guidelines for use in exchanging standard business transactions electronically.

(3) **Trading partner** means any business customer engaging in an EDI program.

(4) **Trading Partner Agreement (TPA)** means the legal document wherein the trading partners agree to the electronic exchange of documents.

(5) **Value Added Network (VAN)** means the electronic mailbox through which EDI partners exchange business transactions.

(b) The Defense Fuel Supply Center (DFSC) may utilize EDI for certain documents in contracts awarded under this solicitation. DFSC has implemented a system using the (ANSI) X12 standards, as applicable, for EDI. When EDI procedures are to be used, DFSC and the Contractor will enter into a TPA.

(c) ☐ A check in this block indicates that the Contractor has already entered into a TPA with DFSC.

(d) Upon submission of the following data, DFSC will forward a TPA to the Contractor for execution:

(1) Company Name: _____

(2) Point of Contact for EDI: _____

(3) POC's Telephone Number: _____

(4) POC's Address: _____

(5) VAN Service Provider(s): _____

(6) Provide information for the following fields:

ISA07 Company Qualifier _____

ISA08 Company Value _____

GS03 Company Value _____

(7) Please identify:

Element Separator: _____

Subelement Separator: _____

Segment Terminator: _____

(e) By execution of the TPA, the Contractor agrees to be bound by the terms and conditions of the agreement governing any transactions with the Government through EDI, in addition to the terms and conditions of the contract. TPAs will be contract independent. Only one will be signed between the Contractor and DFSC. As contracts are awarded, the TPA will be incorporated into the specific contracts upon the mutual agreement of the Contractor and DFSC.

K5 CONT'D

(f) When a TPA is executed--

(1) The TPA shall identify, among other things, the VAN(s) through which electronic transmissions are made, the Transaction Sets available, security procedures, and guidelines for implementation.

(2) The Contractor shall be responsible for providing its own computer hardware, computer software, and VAN connections necessary to transmit and receive data electronically under the framework of the TPA.

(3) Transaction Sets will be unique to each contract and will be incorporated into contracts as agreed to by the parties.

(4) Nothing in the TPA will invalidate any part of the contract between the Contractor and DFSC.

(5) All terms and conditions that would otherwise be applicable to a paper document shall apply to the electronic document.

K33.01 AUTHORIZED NEGOTIATORS (DFSC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

K45.01 FACSIMILE OR ELECTRONIC INVOICING (DFSC JAN 1998)

(a) FACSIMILE INVOICING.

(1) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.

(2) Offeror shall indicate whether or not he intends to submit invoices via FAX:

[] YES [] NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT clause for FAX invoicing procedures.

(4) RETURN OF INVOICES BY THE PAYING OFFICE.

(i) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the offeror via FAX with the reason for return.

(ii) The offeror's FAX number for returning improper invoices is--

(For overseas locations, include the country code)

(b) ELECTRONIC INVOICING (EDI)

(1) Electronic submission of invoices via Electronic Data Interchange (EDI) for all applicable items (as defined in the SUBMISSION OF INVOICES FOR PAYMENT clause) is authorized when the offeror will utilize this method of invoicing at all times for those affected items.

(2) The offeror shall indicate whether it intends to submit electronic invoices via EDI.

[] YES [] NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT for electronic invoicing procedures.

K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) **DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

K86 FOREIGN TAXES (DFSC JUN 1987)

As stated in the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, unless the contract provides otherwise, the contract price must include all applicable taxes and duties. In accordance with the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, the offeror shall list below, in paragraph (a), the specific name and amount of the foreign taxes included in the price. If, when permitted by the contract, foreign taxes are not included in the offered price but are expected to be invoiced separately, the offeror shall list the specific name and amount of these taxes in paragraph (b) below.

(a) Foreign taxes included in the contract price are as follows:

NAME OF TAX

AMOUNT

(b) Foreign taxes invoiced separately are as follows:

NAME OF TAX

AMOUNT

(DFSC 52.229-9F16)